

## EXHIBIT B

**Brian Totin**

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**PRIVILEGED AND CONFIDENTIAL SETTLEMENT COMMUNICATION  
FOR SETTLEMENT PURPOSES ONLY; SUBJECT TO FEDERAL RULE OF EVIDENCE 408**

*Via electronic mail*

June 26, 2018

R. Terry Parker, Esquire  
Rath, Young & Pignatelli P.C.  
One Capital Plaza  
Concord, New Hampshire 03301

Re: *Totin v. Bohemia Realty Group LLC*  
*U.S.D.C., S.D.N.Y. 18CV3574*

This letter is an attempt to settle this dispute in lieu of protracted litigation. Plaintiff demands the following two items:

1. Financial consideration of either:
  - a. \$40,000 in damages for copyright infringement, and a confidential settlement agreement releasing all parties, their agents, etc. from any liability for any cause of action from the date of settlement to the beginning of time; or
  - b. A Rule 68 Offer of Judgement for \$30,000.
2. A non-solicitation agreement regarding certain property owners. Terms of this will include:
  - a. Plaintiff will provide a list of persons and entities that Plaintiff, or parties directly affiliated with Plaintiff, has had residential rental exclusive listing agreements, or co-exclusive listing agreements, with in the last three years (the "exclusive list");
  - b. Defendant will provide a list of those persons and entities on the exclusive list that Defendant currently does business with directly (the "open listing list").
  - c. Those persons and entities on the exclusive list, but not on the open listing list, shall be deemed the "non-solicitation list".
  - d. Defendant shall not accept an exclusive listing or co-exclusive listing from the parties on the exclusive list for five years from the effective date of the agreement;
  - e. Defendant shall not solicit a listing of any kind from the parties on the non-solicitation list for five years from the effective date of the agreement;
  - f. Defendant shall not market or advertise listings from the open listing list on any platform that requires the advertising agent or broker to hold an exclusive listing agreement or co-exclusive listing agreement;
  - g. The prohibitions above shall only apply to listings of residential property in the County of New York, State of New York;
  - h. Should a violation of this agreement occur, Defendant shall 1) remove the listing and 2) remit any commission it earned from the listing to Plaintiff's then affiliated brokerage firm.

Feel free to contact me directly so we may expeditiously resolve this matter.

Very Truly Yours,

/s/ Brian Totin  
Brian Totin